

**U.S. District Court
Northern District of Ohio (Cleveland)
CIVIL DOCKET FOR CASE #: 1:11-cv-00082-BYP
Internal Use Only**

Progressive Casualty Insurance Company v. Allstate
Insurance Company et al
Assigned to: Judge Benita Y. Pearson
Cause: 35:271 Patent Infringement

Date Filed: 01/12/2011
Jury Demand: Both
Nature of Suit: 830 Patent
Jurisdiction: Federal Question

Plaintiff

**Progressive Casualty Insurance
Company**

*P.C.I. 6,664,970
7,124,088*

represented by **Christopher J. Higgins**
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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

PROGRESSIVE CASUALTY INSURANCE
COMPANY,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,
ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY, SAFECO
INSURANCE COMPANY OF ILLINOIS,
SAFECO INSURANCE COMPANY OF
AMERICA, LIBERTY MUTUAL FIRE
INSURANCE COMPANY and LIBERTY
MUTUAL INSURANCE COMPANY,

Defendants.

Case No.

JURY DEMAND

COMPLAINT

Plaintiff Progressive Casualty Insurance Company ("Progressive"), by and through its attorneys, for its complaint against Defendants Allstate Insurance Company ("Allstate Insurance"), Allstate Fire and Casualty Insurance Company ("Allstate Fire"), Safeco Insurance Company of Illinois ("Safeco Illinois"), Safeco Insurance Company of America ("Safeco America"), Liberty Mutual Fire Insurance Company ("Liberty Mutual Fire") and Liberty Mutual Insurance Company ("Liberty Mutual"), alleges as follows:

1. This action arises under the Patent Laws of the United States, Title 35 of the Unites States Code (for example, 35 U.S.C. §§ 271, 281, 283, 284, and 285) for infringement of U.S. Patent No. 6,064,970 (the "'970 patent") and U.S. Patent No. 7,124,088 (the "'088 patent"),

and Title 15 of the United States Code, and the laws of the state of Ohio, for trademark infringement, unfair competition, and false designation of origin.

PARTIES

2. Progressive is a corporation organized under the laws of the state of Ohio, with its principal place of business at 6300 Wilson Mills Road, Mayfield Village, Ohio 44143.

3. Allstate Insurance is a corporation organized and incorporated under the laws of the state of Illinois, with its principal place of business at Sanders Road, Northbrook, Illinois 60062.

4. Allstate Fire is a corporation organized and incorporated under the laws of the state of Illinois, with its principal place of business at Sanders Road, Northbrook, Illinois 60062. Allstate Insurance and Allstate Fire are collectively referred to herein as "Allstate."

5. Safeco Illinois is a corporation organized and incorporated under the laws of the state of Colorado, with its principal place of business at Safeco Plaza, 1001 4th Avenue, Seattle, Washington 98185.

6. Safeco America is a corporation organized and incorporated under the laws of the State of Washington, with its principal place of business at Safeco Plaza, 1001 4th Avenue, Seattle, Washington 98185. Safeco Illinois and Safeco America are collectively referred to herein as "Safeco."

7. Liberty Fire is a corporation organized and incorporated under the laws of the State of Massachusetts, with its principal place of business at 175 Berkley Street, Boston, Massachusetts 02116.

8. Liberty Mutual is a corporation organized and incorporated under the laws of the State of Massachusetts, with its principal place of business at 175 Berkley Street, Boston,

Massachusetts 02116. Liberty Fire and Liberty Mutual are collectively referred to herein as "Liberty."

JURISDICTION AND VENUE

9. The Court has jurisdiction over the subject matter of this action pursuant to 15 U.S.C. §§ 1121 and 1125 and 28 U.S.C. §§ 1331 and 1338. This Court has jurisdiction over Progressive's common law claims pursuant to 28 U.S.C. §§ 1332 and 1367.

10. Venue is proper in this Court under 28 U.S.C. §§ 1391 and 1400(b).

11. On information and belief, Allstate regularly transacts and conducts business in this district, and, by itself or through one or more agents acting under its control and direction, has committed and/or induced acts of infringement in this district. On information and belief, Safeco regularly transacts and conducts business in this district, and, by itself or through one or more agents acting under its control and direction, has committed and/or induced acts of infringement in this district. On information and belief, Liberty regularly transacts and conducts business in this district, and, by itself or through one or more agents acting under its control and direction, has committed and/or induced acts of infringement in this district. Progressive is suffering from the effects of Defendants' unlawful conduct in this district.

FACTS COMMON TO ALL COUNTS

United States Patents of Progressive

12. On October 17, 2006, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 7,124,088 (attached as Exhibit A) for an invention related to an online insurance policy service system. Progressive owns the '088 patent.

13. On May 16, 2000, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 6,064,970 (attached as Exhibit B) for an invention related to the

determination of insurance ratings based upon vehicle monitoring. Progressive owns the '970 patent.

Registered Trademark of Progressive

14. Since 2004, Progressive has invested millions of dollars in advertising and promoting the trademark "DRIVE" in various forms in connection with insurance services.

15. Progressive has exclusive rights under license to use the DRIVE mark described in United States Trademark Registration No. 2,974,452, a copy of which is attached as Exhibit C.

16. Allstate is using the mark Drive Wise in interstate commerce, in connection with insurance services.

COUNT I

Patent Infringement (Against All Defendants) – '088 Patent

A. Allstate

17. Progressive incorporates by reference the allegations set forth in paragraphs 1 through 16 above as though fully asserted herein.

18. On information and belief, Allstate was aware of the '088 patent prior to the acts of infringement alleged herein.

19. On information and belief, Allstate, individually or through one or more agents under its direction and control, has been and still is operating a website entitled "www.Allstate.com" (the "Allstate website").

20. On information and belief, the Allstate website operates as an online insurance policy service system.

21. On information and belief, the Allstate website utilizes a security feature that allows access to insurance policy parameters for a specified policyholder.

22. On information and belief, the Allstate website adjusts a policyholder's insurance policy parameters in response to data received from the policyholder.

23. Allstate is infringing the '088 patent, including through the operation of the Allstate website, which includes each and every feature of the claimed invention. Allstate is infringing either directly, through its own actions and/or the actions of one or more third-party vendors acting under its direction and/or control, or indirectly, through active inducement of the infringing actions with knowledge of or deliberate indifference to the existence and infringement of the '088 patent.

24. On information and belief, Allstate has continued its infringing activities despite having notice of the '088 patent. Such infringement is willful, entitling Progressive to the recovery of treble damages pursuant to 35 U.S.C. § 284. In addition, this is an exceptional case, justifying an award of attorneys' fees and costs to Progressive pursuant to 35 U.S.C. § 285.

25. Allstate's infringement has caused and will continue to cause damage and irreparable harm to Progressive until enjoined by this Court. The amount of the damage and harm has not yet been determined but will be proven at trial.

B. Safeco

26. Progressive incorporates by reference the allegations set forth in paragraphs 1 through 25 above as though fully asserted herein.

27. On information and belief, Safeco was aware of the '088 patent prior to the acts of infringement alleged herein.

28. On information and belief, Safeco, individually or through one or more agents under its direction and control, has been and still is operating a website entitled "www.Safeco.com" (the "Safeco website").

29. On information and belief, the Safeco website operates as an online insurance policy service system.

30. On information and belief, the Safeco website utilizes a security feature that allows access to insurance policy parameters for a specified policyholder.

31. On information and belief, the Safeco website adjusts a policyholder's insurance policy parameters in response to data received from the policyholder.

32. Safeco is infringing the '088 patent, including through the operation of the Safeco website, which includes each and every feature of the claimed invention. Safeco is infringing either directly, through its own actions and/or the actions of one or more third-party vendors acting under its direction and/or control, or indirectly, through active inducement of the infringing actions with knowledge of or deliberate indifference to the existence and infringement of the '088 patent.

33. On information and belief, Safeco has continued its infringing activities despite having notice of the '088 patent. Such infringement is willful, entitling Progressive to the recovery of treble damages pursuant to 35 U.S.C. § 284. In addition, this is an exceptional case, justifying an award of attorneys' fees and costs to Progressive pursuant to 35 U.S.C. § 285.

34. Safeco's infringement has caused and will continue to cause damage and irreparable harm to Progressive until enjoined by this Court. The amount of the damage and harm has not yet been determined but will be proven at trial.

C. Liberty

35. Progressive incorporates by reference the allegations set forth in paragraphs 1 through 34 above as though fully asserted herein.

36. On information and belief, Liberty was aware of the '088 patent prior to the acts of infringement alleged herein.

37. On information and belief, Liberty, individually or through one or more agents under its direction and control, has been and still is operating a website entitled "www.libertymutual.com" (the "Liberty website").

38. On information and belief, the Liberty website operates as an online insurance policy service system.

39. On information and belief, the Liberty website utilizes a security feature that allows access to insurance policy parameters for a specified policyholder.

40. On information and belief, the Liberty website adjusts a policyholder's insurance policy parameters in response to data received from the policyholder.

41. Liberty is infringing the '088 patent, including through the operation of the Liberty website, which includes each and every feature of the claimed invention. Liberty is infringing either directly, through its own actions and/or the actions of one or more third-party vendors acting under its direction and/or control, or indirectly, through active inducement of the infringing actions with knowledge of or deliberate indifference to the existence and infringement of the '088 patent.

42. On information and belief, Liberty has continued its infringing activities despite having notice of the '088 patent. Such infringement is willful, entitling Progressive to the recovery of treble damages pursuant to 35 U.S.C. § 284. In addition, this is an exceptional case, justifying an award of attorneys' fees and costs to Progressive pursuant to 35 U.S.C. § 285.

43. Liberty's infringement has caused and will continue to cause damage and irreparable harm to Progressive until enjoined by this Court. The amount of the damage and harm has not yet been determined but will be proven at trial.

COUNT II

Patent Infringement (Against Allstate) – '970 Patent

44. Progressive incorporates by reference the allegations set forth in paragraphs 1 through 43 above as though fully asserted herein.

45. On information and belief, Allstate was aware of the '970 patent prior to the acts of infringement alleged herein.

46. On information and belief, Allstate, individually or through one or more agents under its direction and control, has been and still is operating a usage-based vehicle insurance program entitled "Drive Wise."

47. On information and belief, Allstate, individually or through one or more agents under its direction and control, operates and maintains an Internet website at <http://drivewise.allstate.com> (the "Drive Wise website"), which includes details regarding the "Drive Wise" program.

48. On information and belief, Allstate, or a third party vendor acting on behalf of and under the direction and control of Allstate, in connection with the "Drive Wise" program, obtains data regarding mileage, driving time of day, hard braking, speed and acceleration, VIN, and date/time from an insured vehicle via an electronic device plugged into the vehicle's OBD-II port. On information and belief, Allstate owns the electronic device.

49. On information and belief, Allstate, or a third party vendor acting on behalf of and under the direction and control of Allstate, calculates a rating based on the obtained data in accordance with a formula provided by or for Allstate.

50. Allstate is infringing the '970 patent, including through the operation of the "Drive Wise" program, which includes each and every feature of the claimed invention. Allstate is infringing either directly, through its own actions and/or the actions of one or more third-party vendors acting under its direction and/or control, or indirectly, through active inducement of the infringing actions with knowledge of or deliberate indifference to the existence and infringement of the '970 patent.

51. On information and belief, Allstate has continued its infringing activities despite having notice of the '970 patent. Such infringement is willful, entitling Progressive to the recovery of treble damages pursuant to 35 U.S.C. § 284. In addition, this is an exceptional case, justifying an award of attorneys' fees and costs to Progressive pursuant to 35 U.S.C. § 285.

52. Allstate's infringement has caused and will continue to cause damage and irreparable harm to Progressive until enjoined by this Court. The amount of the damage and harm has not yet been determined but will be proven at trial.

COUNT III

Trademark Infringement (Against Allstate) – 15 U.S.C. §1114

53. Progressive incorporates by reference the allegations set forth in paragraphs 1 through 52 above as though fully asserted herein.

54. Allstate is using the confusingly similar mark, "Drive Wise," in connection with insurance services.

55. Progressive's use of the DRIVE Trademark predates any alleged use by Allstate.

56. Allstate's use of the Drive Wise mark has and is likely to continue to deceive and cause confusion and mistake among customers as to the source or origin of the goods or services offered for sale by Allstate and the sponsorship of endorsement of those goods or services by Progressive.

57. Allstate's use of the Drive Wise mark has and is likely to continue to deceive and cause confusion and mistake among customers as to the source or origin of the goods offered for sale by Progressive and the sponsorship or endorsement of those goods or services by Allstate.

58. Progressive has not authorized or otherwise condoned or consented to Allstate's use of the Drive Wise mark.

59. Despite the fact that Allstate had knowledge of Progressive's rights to the DRIVE Trademark, Allstate used the Drive Wise mark in complete disregard of Progressive's rights in violation of 15 U.S.C. § 1051 et. seq.

60. Allstate has misappropriated Progressive's substantial intellectual property rights as well as the goodwill associated therewith. Unless restrained and enjoined by this Court, such conduct will permit Allstate to gain an unfair competitive advantage over Progressive, to enjoy the selling power of the DRIVE Trademark, and allow Allstate to improperly blunt and to interfere with Progressive's continued promotion and expansion of the DRIVE Trademark.

61. As a result of Allstate's unlawful activities, Progressive has suffered and continues to suffer irreparable harm.

62. As a direct and proximate result of Allstate's unlawful activities, Progressive has suffered and continues to suffer damages in an amount that is not presently ascertainable but will be established at trial.

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COUNT IV

False Designation of Origin/ Unfair Competition (Against Allstate) – 15 U.S.C. §1125(a)

63. Progressive incorporates by reference the allegations set forth in paragraphs 1 through 62 above as though fully asserted herein.

64. On information and belief, defendant Allstate has begun using the confusingly similar mark, Drive Wise, in connection with insurance services.

65. Progressive's use of the DRIVE Trademark predates any alleged use by Allstate.

66. Allstate's use of the Drive Wise mark has and is likely to continue to deceive and cause confusion and mistake among customers as to the source or origin of the goods or services offered for sale by Allstate and the sponsorship of endorsement of those goods or services by Progressive.

67. Allstate's use of the Drive Wise mark has and is likely to continue to deceive and cause confusion and mistake among customers as to the source or origin of the goods offered for sale by Progressive and the sponsorship or endorsement of those goods or services by Allstate.

68. Progressive has not authorized or otherwise condoned or consented to Allstate's use of the Drive Wise mark.

69. Despite the fact that Allstate had knowledge of Progressive's rights to the DRIVE Trademark, Allstate used the Drive Wise mark in complete disregard of Progressive's rights in violation of 15 U.S.C. § 1051 et. seq.

70. Allstate has misappropriated Progressive's substantial intellectual property rights as well as the goodwill associated therewith. Unless restrained and enjoined by this Court, such conduct will permit Allstate to gain an unfair competitive advantage over Progressive, to enjoy

the selling power of the DRIVE trademark, and to allow Allstate to improperly blunt and interfere with Progressive's continued promotion and expansion of the DRIVE Trademark.

71. The acts of Allstate alleged above were committed willfully, with full knowledge of Progressive's rights and with the intention to deceive and mislead the public.

72. The acts of Allstate alleged above were committed willfully, with full knowledge of Progressive's rights and with the intention of causing harm to Progressive.

73. The acts of Allstate alleged above were committed willfully, with full knowledge of Progressive's rights and with the intention of misappropriating and wrongfully trading upon the valuable goodwill and reputation of Progressive and the DRIVE Trademark.

74. Allstate will continue its ongoing acts of false designation or origin, causing irreparable injury to Progressive, unless such activities are enjoined by this Court.

75. As a result of Allstate's unlawful activities, Progressive has suffered and continues to suffer irreparable harm.

76. As a direct and proximate result of Allstate's unlawful activities, Progressive has suffered and continues to suffer damages in an amount that is not presently ascertainable but will be established at trial.

COUNT V

Common Law Unfair Competition (Against Allstate)

77. Progressive incorporates by reference the allegations set forth in paragraphs 1 through 76 above as though fully asserted herein.

78. On information and belief, defendant Allstate has begun using the confusingly similar mark, Drive Wise, in connection with insurance services.

79. Progressive's use of the DRIVE Trademark predates any alleged use by Allstate.

80. Allstate's use of the Drive Wise mark has and is likely to continue to deceive and cause confusion and mistake among customers as to the source or origin of the goods of services offered for sale by Allstate and the sponsorship of endorsement of those goods or services by Progressive.

81. Allstate's use of the Drive Wise mark has and is likely to continue to deceive and cause confusion and mistake among customers as to the source or origin of the goods offered for sale by Progressive and the sponsorship or endorsement of those goods or services by Allstate.

82. Progressive has not authorized or otherwise condoned or consented to Allstate's use of the Drive Wise mark.

83. Despite the fact that Allstate had knowledge of Progressive's rights to the DRIVE Trademarks, Allstate used the Drive Wise mark in complete disregard of Progressive's rights in violation of the common law of the state of Ohio.

84. Allstate has misappropriated Progressive's substantial intellectual property rights as well as the goodwill associated therewith. Unless restrained and enjoined by this Court, such conduct will permit Allstate to gain an unfair competitive advantage over Progressive, to enjoy the selling power of the DRIVE Trademark, and to allow Allstate to improperly blunt and interfere with Progressive's continued promotion and expansion of the DRIVE Trademark.

85. As a result of Allstate's unlawful activities, Progressive has suffered and continues to suffer irreparable harm.

86. As a direct and proximate result of Allstate's unlawful activities, Progressive has suffered and continues to suffer damages in an amount that is not presently ascertainable but will be established at trial.

PRAYER FOR RELIEF

WHEREFORE, Progressive demands the following relief:

- A. a preliminary and permanent injunction against Allstate's continued infringement and inducement of infringement of the '970 patent and the '088 patent;
- B. an award of damages in favor of Progressive and against Allstate sufficient to compensate Progressive for Allstate's infringement of the '970 patent and the '088 patent and an assessment of pre-judgment interest and post-judgment interest;
- C. a preliminary and permanent injunction against Safeco's and Liberty's continued infringement and inducement of infringement of the '088 patent;
- D. an award of damages in favor of Progressive and against Safeco and Liberty sufficient to compensate Progressive for Safeco's and Liberty's infringement of the '088 patent and an assessment of pre-judgment interest and post-judgment interest;
- E. trebling of damages for willful infringement pursuant to 35 U.S.C. § 284;
- F. a finding by the Court that this case is exceptional under 35 U.S.C. § 285;
- G. a preliminary and permanent injunction against Allstate, or anyone else acting in concert with Allstate, or on their behalf, from:
 - (1) using any reproduction or colorable imitation of the DRIVE Trademark, or any mark confusingly similar thereto;
 - (2) engaging in any other conduct that suggests or tends to suggest to the public that Allstate is in any manner, directly or indirectly affiliated, connected or associated with Progressive or that Allstate's services, goods or commercial activities originate from or are sponsored or approved by Progressive.

H. requiring Allstate account to Progressive for all profits made by Allstate in connection with any and all commercial activity relating to Allstate's use of the DRIVE Trademark;

I. awarding to Progressive the damages it sustained as a result of Allstate's wrongful acts in connection with Allstate's use of the DRIVE Trademark;

J. awarding to Progressive, Allstate's profits pursuant to 15 U.S.C. § 1117;

K. awarding to Progressive treble damages pursuant to 15 U.S.C. §§ 1117;

L. an award to Progressive for its reasonable expenses, including attorneys' fees, and costs of this action; and

M. such other relief as the Court finds just and proper.

JURY DEMAND

Progressive demands a jury trial.

Date: January 12, 2011

Respectfully submitted,

By: /s/ Calvin P. Griffith

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Date Filed	#	Docket Text
01/12/2011	<u>1</u>	Complaint with jury demand against All Defendants. Filing fee paid \$ 350, Receipt number 0647-4491327 Plaintiff has indicated that case may be related to pending civil action 10-cv-1370. Filed by Progressive Casualty Insurance Company. (Attachments: # <u>1</u> Civil Cover Sheet, # <u>2</u>

		Summons, # 3 Exhibit A, # 4 Exhibit B, # 5 Exhibit C) (Griffith, Calvin) (Entered: 01/12/2011)
01/12/2011	2	Corporate Disclosure Statement identifying Corporate Parent Progressive Corporation for Progressive Casualty Insurance Company filed by Progressive Casualty Insurance Company. (Griffith, Calvin) (Entered: 01/12/2011)
01/13/2011		Judge Patricia A. Gaughan assigned to case. (C,BA) (Entered: 01/13/2011)
01/13/2011		Random Assignment of Magistrate Judge pursuant to Local Rule 3.1. In the event of a referral, case will be assigned to Magistrate Judge McHargh. (C,BA) (Entered: 01/13/2011)
01/13/2011	3	Original Summons and Magistrate Consent Form issued for service upon Allstate Fire and Casualty Insurance Company, Allstate Insurance Company, Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Safeco Insurance Company of America & Safeco Insurance Company of Illinois. (Attachments: # 1 Magistrate Consent Form) (C,BA) (Entered: 01/13/2011)
01/13/2011		This action has been identified as a Patent Case that is subject to the Local Patent Rules. Link to Local Patent Rules. (C,BA) (Entered: 01/13/2011)
01/20/2011		Case reassigned to Judge Benita Y. Pearson pursuant to General Order 2011-4. (K,K) (Entered: 01/20/2011)
01/24/2011	4	Return of Service by personal service executed upon All Defendants, filed on behalf of Progressive Casualty Insurance Company (Higgins, Christopher) (Entered: 01/24/2011)
01/24/2011		(Court only) Utility event editing case flags. LC3 flag added. (H,LA) (Entered: 01/24/2011)
01/25/2011	5	Motion for extension of time until March 10, 2011 to answer <i>Complaint or File Responsive Pleadings, With Consent of Plaintiff</i> , filed by Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Safeco Insurance Company of America, Safeco Insurance Company of Illinois. (Attachments: # 1 Proposed Order Granting Safeco and Liberty Mutual Defendants' Motion to Extend Time to File Responsive Pleading With Consent of Plaintiff)(Cipolla, John) (Entered: 01/25/2011)
01/27/2011	6	Amended complaint against Allstate Fire and Casualty Insurance Company, Allstate Insurance Company, Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Safeco Insurance Company of America, Safeco Insurance Company of Illinois. Filed by Progressive Casualty Insurance Company. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D) (Griffith, Calvin) (Entered: 01/27/2011)
01/28/2011	7	Attorney Appearance by Luke L. Dauchot filed by on behalf of Allstate Fire and Casualty Insurance Company, Allstate Insurance Company. (Dauchot, Luke) (Entered: 01/28/2011)

01/28/2011	<u>8</u>	Corporate Disclosure Statement identifying Corporate Parent Allstate Insurance Company, Corporate Parent The Allstate Corporation for Allstate Fire and Casualty Insurance Company filed by Allstate Fire and Casualty Insurance Company. (Dauchot, Luke) (Entered: 01/28/2011)
01/28/2011	<u>9</u>	Corporate Disclosure Statement identifying Corporate Parent The Allstate Corporation for Allstate Insurance Company filed by Allstate Insurance Company. (Dauchot, Luke) (Entered: 01/28/2011)
01/28/2011	<u>10</u>	Answer to <u>6</u> Amended complaint, Affirmative Defenses and Counterclaim against Progressive Casualty Insurance Company, Drive Trademark Holdings, LP filed by Allstate Fire and Casualty Insurance Company, Allstate Insurance Company. (Attachments: # <u>1</u> Summons) (Dauchot, Luke) Modified text on 1/31/2011 (JLG). (Entered: 01/28/2011)
01/31/2011	<u>11</u>	Attorney Appearance by Joshua V. Vanhoven of <i>Ropes & Gray LLP</i> filed by on behalf of Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Safeco Insurance Company of America, Safeco Insurance Company of Illinois. (Vanhoven, Joshua) (Entered: 01/31/2011)
02/01/2011	<u>12</u>	Motion for Attorney James R. Myers to Appear Pro Hac Vice. Filing fee \$ 100, receipt number 0647-4527696, filed by Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Safeco Insurance Company of America, Safeco Insurance Company of Illinois. (Attachments: # <u>1</u> Affidavit of James R. Myers)(Cipolla, John) Modified text on 2/2/2011 (JLG). (Entered: 02/01/2011)
02/01/2011	<u>13</u>	Motion for Attorney Nicole M. Jantzi to Appear Pro Hac Vice. Filing fee \$ 100, receipt number 0647-4527724, filed by Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Safeco Insurance Company of America, Safeco Insurance Company of Illinois. (Attachments: # <u>1</u> Affidavit of Nicole M. Jantzi)(Cipolla, John) Modified text on 2/2/2011 (JLG). (Entered: 02/01/2011)
02/01/2011		Order [non-document] granting Defendants' <u>5</u> Motion for Extension of Time to Answer. Defendants answer is due 3/12/2011. Judge Benita Y. Pearson on 2/1/2011.(S,L) (Entered: 02/01/2011)
02/02/2011		(Court only) Staff Note Regarding Pro Hac Vice Motion from Attorney James R. Myers. The attorney's bar status was verified active. Related document(s) <u>12</u> . (G.C.A) Modified text on 2/2/2011 (JLG). (Entered: 02/02/2011)
02/02/2011		(Court only) Staff Note Regarding Pro Hac Vice Motion from Attorney Nicole M. Jantzi. The attorney's bar status was verified active. Related document(s) <u>13</u> . (G.C.A) Modified text on 2/2/2011 (JLG). (Entered: 02/02/2011)
02/04/2011	<u>14</u>	Joint Notice <i>In Compliance with Local Patent Rule 1.5</i> filed by All Parties. (Norton, Patrick) (Entered: 02/04/2011)
02/07/2011	<u>15</u>	Order granting Motions for appearance pro hac vice by Defendants Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance

		Company, Safeco Insurance Company of America and Safeco Insurance Company of Illinois. Judge Benita Y. Pearson on 2/7/2011. Related documents 12 and 13 .(S,L) (Entered: 02/07/2011)
02/07/2011	<u>16</u>	Attorney Appearance by Robert J. Herberger, Jr filed by on behalf of Allstate Fire and Casualty Insurance Company, Allstate Insurance Company. (Herberger, Robert) (Entered: 02/07/2011)
02/09/2011	<u>17</u>	Corporate Disclosure Statement filed by Safeco Insurance Company of Illinois. (Cipolla, John) (Entered: 02/09/2011)
02/09/2011	<u>18</u>	Original Summons issued for service upon Drive Trademark Holdings, LP. (K,V) (Entered: 02/09/2011)
02/09/2011	<u>19</u>	Corporate Disclosure Statement filed by Safeco Insurance Company of America. (Cipolla, John) (Entered: 02/09/2011)
02/09/2011	<u>20</u>	Corporate Disclosure Statement filed by Liberty Mutual Fire Insurance Company. (Cipolla, John) (Entered: 02/09/2011)
02/09/2011	<u>21</u>	Corporate Disclosure Statement filed by Liberty Mutual Insurance Company. (Cipolla, John) (Entered: 02/09/2011)
02/09/2011	21 <u>22</u>	Motion to sever filed by Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Safeco Insurance Company of America, Safeco Insurance Company of Illinois. (Attachments: # <u>1</u> Brief in Support of Motion to Sever, # <u>2</u> Proposed Order Granting Motion to Sever) (Cipolla, John) (Entered: 02/09/2011)
02/09/2011	22 <u>23</u>	Motion to sever , <i>consolidate and stay all claims, defenses and counterclaims relating to U.S. Patent No. 6,064,970</i> filed by Allstate Fire and Casualty Insurance Company, Allstate Insurance Company. (Attachments: # <u>1</u> Memorandum in Support, # <u>2</u> Exhibit A to Memorandum in Support - 10-cv-1370 Complaint, # <u>3</u> Exhibit B to Memorandum in Support - 10-cv-1370 Opinion, # <u>4</u> Exhibit C to Memorandum in Support - Office Action, # <u>5</u> Exhibit D to Memorandum in Support - Office Action, # <u>6</u> Proposed Order)(Dauchot, Luke) Modified text on 2/10/2011 (JLG). (Entered: 02/09/2011)